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Attorneys for Plaintiff
AMERICAN STEAMSHIP OWNERS MUTUAL
PROTECTION & INDEMNITY ASSOCIATION, INC.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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AMERICAN STEAMSHIP OWNERS MUTUAL
PROTECTION & INDEMNITY ASSOCIATION, INC.,

ECF CASE

Plaintiff,

- against -

07 Civ. 6183 (MGC)

ACTION MARITIME S.A. and
TAVROS SHIPPING LTD. a/k/a TAVRUS
SHIPPING LTD.,

Defendants.
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VERIFIED COMPLAINT

Plaintiff AMERICAN STEAMSHIP OWNERS MUTUAL PROTECTION &
INDEMNITY ASSOCIATION, INC. (the "AMERICAN CLUB"), by its attorneys,
Lyons & Flood, LLP, as and for its Verified Complaint against defendants ACTION
MARITIME S.A. ("ACTION MARITIME") and TAVROS SHIPPING LTD. a/k/a
TAVRUS SHIPPING LTD. ("TAVROS"), alleges upon information and belief as
follows:

1. This is an admiralty and maritime claim within the meaning of Rule 9(h)
of the Federal Rules of Civil Procedure and the action falls within the Court's subject
matter jurisdiction pursuant to 28 USC § 1333.
2. At all material times, plaintiff the AMERICAN CLUB was and still is a

corporation organized and existing under the laws of the State of New York, with an office and place of business at One Battery Park Plaza, 31st Floor, New York, NY 10004.

3. Upon information and belief, at all material times, defendant ACTION MARITIME was and still is a corporation organized and existing under the laws of a foreign country. Defendant ACTION MARITIME cannot be found within this District within the meaning of Supplemental Rule B for Certain Admiralty and Maritime Claims and has tangible or intangible property within this District.

4. Upon information and belief, at all material times, defendant TAVROS was and still is a corporation organized and existing under the laws of a foreign country. Defendant TAVROS cannot be found within this District within the meaning of Supplemental Rule B for Certain Admiralty and Maritime Claims and has tangible or intangible property within this District.

5. Defendant TAVROS was the registered owner of the M/V MARINE LEGEND (the "Vessel") from January, 2002 until December, 2004. The Vessel was subsequently sold and renamed the JUDI MUHIEDDINE in December, 2004.

6. Plaintiff the AMERICAN CLUB provided marine insurance to defendant ACTION MARITIME (or the "Member") from January 8, 2002, through December, 2004.

7. Plaintiff the AMERICAN CLUB provided marine insurance to defendant TAVROS as a co-assured listed on ACTION MARITIME's marine insurance contracts from January 8, 2002, through December, 2004.

8. Plaintiff the AMERICAN CLUB issued four (4) Certificates of Entry to defendant ACTION MARITIME, insuring the Vessel for coverage years from January 8,

2002, through December, 2004.

9. Defendant TAVROS was listed as a co-assured on all four (4) Certificates of Entry issued to the defendant ACTION MARITIME as above.

10. The Certificates of Entry were expressly made subject to the By-Laws and Rules of the AMERICAN CLUB ("Club By-Laws and Rules") and provided that ACTION MARITIME was liable to pay premiums, assessments, and/or calls provided for by the Club By-Laws and Rules.

11. The Club By-Laws and Rules also expressly state that a co-assured, such as TAVROS, shall be jointly and severally liable for all sums due to the AMERICAN CLUB in respect of the marine insurance provided to the Member, here ACTION MARITIME.

12. As a co-assured listed on defendant ACTION MARITIME's Certificates of Entry, defendant TAVROS is jointly and severally liable for all sums due to plaintiff the AMERICAN CLUB.

13. Plaintiff the AMERICAN CLUB issued multiple invoices beginning on June 17, 2002, through April 28, 2006, to defendant ACTION MARITIME for payment of sums owed to plaintiff for past premiums and non-premium amounts as per the Club By-Laws and Rules, for a total outstanding amount of \$102,321.67.

14. Although duly demanded, defendant ACTION MARITIME has failed to pay plaintiff the AMERICAN CLUB the amounts due as aforesaid all in breach of the Certificates of Entry and/or Club By-Laws and Rules.

15. Plaintiff the AMERICAN CLUB hereby demands:

(a) payment of \$102,321.67 as security to cover the amount of past

due funds owed for past premiums and non-premium amounts as aforesaid; and

(b) payment of \$20,000.00 to cover interest and costs on the amount in sub-paragraph (a) above.

Total due and owing: \$122,321.67

WHEREFORE, plaintiff the AMERICAN CLUB prays that:

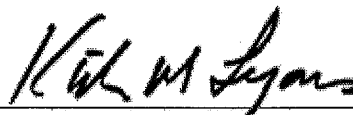
- a. process in due form of law according to the practice of this Court in admiralty and maritime jurisdiction issue against defendants ACTION MARITIME and TAVROS, citing them to appear and answer under oath all and singular the matters alleged;
- b. since defendants ACTION MARITIME and TAVROS cannot be found within this District, this Court issue an Order directing the Clerk of the Court to issue Process of Maritime Attachment and Garnishment, pursuant to Rule B of the Supplemental Rules for Certain Admiralty and Maritime Claims, attaching all goods, chattels, letters of credit, bills of lading, effects, debts and monies, property tangible or intangible, or any other funds held by any garnishee, which are due and owing to plaintiff the AMERICAN CLUB, in the amount of \$122,321.67 to secure plaintiff's claims, and that all persons claiming any interest in the same be cited to appear and pursuant to Supplemental Admiralty Rule B answer the matters alleged;
- c. judgment be issued in favor of plaintiff for all sums claimed by plaintiff the AMERICAN CLUB herein, including interest and costs; and
- d. plaintiff have such other, further, and different relief as this Court may

deem just and proper.

Dated: June 29, 2007

LYONS & FLOOD, LLP
Attorneys for plaintiff
AMERICAN STEAMSHIP OWNERS
MUTUAL PROTECTION & INDEMNITY
ASSOCIATION, INC.

By:



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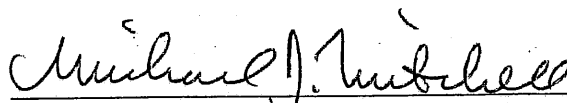
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VERIFICATION

Michael J. Mitchell, the undersigned, state that I am Senior Vice President and General Counsel of Shipowners Claims Bureau, Inc., Managers for plaintiff the AMERICAN STEAMSHIP OWNERS MUTUAL PROTECTION & INDEMNITY ASSOCIATION, INC. in the within action; I have read the foregoing Verified Complaint and know the contents thereof; the same is true to my knowledge based on documents in my file, except as to the matters therein stated to be alleged on information and belief, and as to those matters I believe them to be true.

I verify under penalty of perjury that the foregoing is true and correct.

Executed on: June 29, 2007


Michael J. Mitchell